

DELEGATED APPROVAL FORM
DIRECTOR, REAL ESTATE SERVICES
MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2022-123

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Owen Bartley	Division:	Corporate Real Estate Management
Date Prepared:	May 25, 2022	Phone No.:	(416) 338-1297

Purpose	To obtain authority to continue to occupy the Licensed Area (as defined below) according to the terms established in a licence agreement dated March 23, 2022 (the "Licence Agreement") with KS Eglinton Square Inc. (the "Licensor") with respect to Unit No. 36/37 located in the property municipally known as 1 Eglinton Square, Toronto (the "Property"), for the purpose of operating a Toronto Public Health ("TPH") pop up immunization clinic.
Property	Unit No. 36/37, 1 Eglinton Square, Toronto ON, M1L 2K1, which shall comprise approximately 5,551 sq. ft. of space (the "Licensed Area"), as shown on the Location Map in Appendix "B".
Actions	1. Authority be granted to continue to occupy the Licensed Area for a period of one month from June 1, 2022 to June 30, 2022, according to the automatic monthly extension provided for in the License Agreement, substantially on the major terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	<p>The total cost to the City is approximately \$2,600.00 (plus HST) or \$2,645.76 (net of HST recoveries) for the one (1) month term of the licence agreement.</p> <p>Costs will be charged to cost centre PH4128, Functional Area Code 7170000000.</p> <p>Funding for TPH to support the operational requirements of the Mass Immunization Clinics (the "MICs") is expected to be received through continued COVID-19 support funding from the other levels of government as needed. TPH is seeking reimbursement for costs incurred to operate its MICs from the Ministry of Health (the "Ministry") as part of the Ministry's MIC Extra-Ordinary Cost Recovery Program.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>
Comments	<p>Pursuant to Delegated Approval Form Tracking No. 2022-095, the City entered into the Licence Agreement for the Property to be used as an immunization clinic, commencing April 12, 2022 and expiring May 31, 2022. TPH has determined an extension is required until June 30, 2022. The Licence Agreement provides for the City's continued occupancy of the Property on a month to month basis.</p> <p>The major terms and conditions of the Licence Agreement, as extended, are considered to be fair, reasonable and reflective of market rates.</p>
Terms	See Appendix "A" for the Major Terms and Conditions of the Licence Agreement.

Property Details	Ward:	20 – Scarborough Southwest
	Assessment Roll No.:	1901 024 280 00350
	Approximate Size:	
	Approximate Area:	515.71 m ² ± (5,551 ft ² ±)
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensors):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input checked="" type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>

B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers with such signing authority).

Director, Real Estate Services also has signing authority on behalf of the City for:

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.

Pre-Condition to Approval

Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)

Councillor:	Councillor Gary Crawford	Councillor:	
Contact Name:	Kirstin Campbell	Contact Name:	
Contacted by:	Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No concerns	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Public Health	Division:	Financial Planning
Contact Name:	Tejaswini Anand	Contact Name:	Filisha Jenkins
Comments:	No concerns	Comments:	Revisions incorporated

Legal Services Division Contact

Contact Name:	Jack Payne
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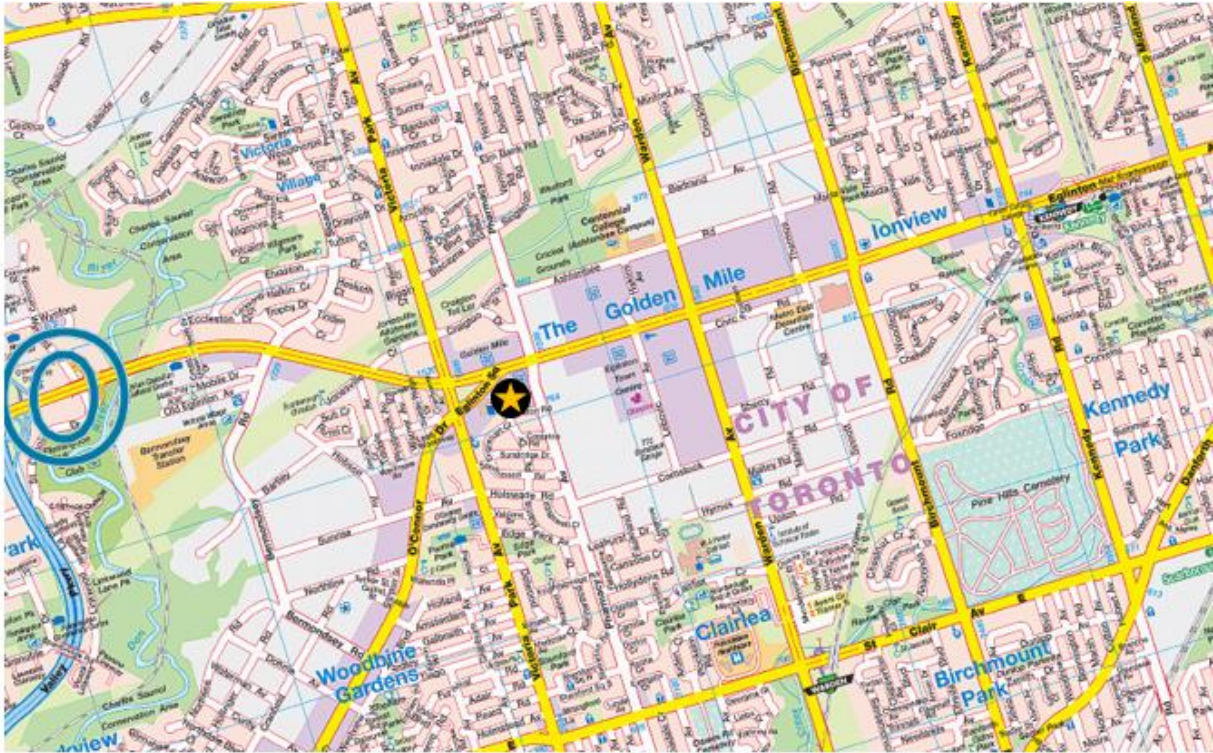
DAF Tracking No.: 2022-123	Date	Signature
Concurred with by: Manager, Real Estate Services Susan Lin	May 25, 2022	Signed by Susan Lin
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Vnette Prescott-Brown	May 25, 2022	Signed by Vnette Prescott-Brown
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

Appendix "A" – Major Terms and Conditions of the Licence Agreement, as Extended

Licensor:	KS Eglinton Square Inc.
Licensee:	City of Toronto
Address:	1 Eglinton Square, Toronto ON, M1L 2K1 (Eglinton Square Shopping Centre)
Licensed Area:	Approximately 5,551 square feet of space in Unit 36/37
Extended License Term:	June 1 – June 30, 2022, pursuant to section 23 of the Licence Agreement, which provides that If, at the end of the Term, the Licensee continues to use the Licensed Area without the objection of the Licensor, then the License Agreement shall continue from month to month for the same Basic License Fee and upon the same terms and conditions as contained in the Licence Agreement. The Licensor or the Licensee shall thereafter have the right to terminate the Licence Agreement on thirty (30) days written notice to the other.
Licence Fee:	1 - 30 June 2022: \$2,000.00 per month + \$600.00 Utilities + HST = \$2,938.00
Use:	For the non-exclusive purpose of operating a COVID-19 immunization clinic that is open to the public, with related services considered appropriate by the City from time to time.
Business Hours:	<p>Licensee intends to operate the COVID-19 immunization clinic during the following hours:</p> <p>Monday – Saturday each week during the Term.</p> <ul style="list-style-type: none"> - Staff hours 10 AM – 6 PM - Clinic operating hours 10:30 AM – 5:30 PM <p>Sunday each week during the Term.</p> <ul style="list-style-type: none"> - Staff hours 11:30 AM – 5:30 PM - Clinic operating hours 12:00 PM – 5:00 PM
Medical Waste:	Licensee to be responsible for the disposal of all medical waste generated by its operations. Medical waste shall be clearly marked and otherwise stored, handled, and removed from the Facilities in accordance with all applicable laws and, in all cases, no less than once per day on each day that the vaccine clinic is operational.
Signage:	All signage for the Licensed Area shall be subject to the Licensor's prior approval.
Restoration:	At the expiration or sooner termination of this Licence Agreement leave the Licensed Area in good repair, order and condition, subject only to reasonable wear and tear, and remove any fixtures which the Licensor requires to be removed and deliver to the Licensor the keys, mechanical or otherwise, and combinations, if any, to the locks in the Licensed Area and the entries thereto.
Liability:	<p>Notwithstanding anything to the contrary, the Licensor and its agents shall not be liable or in any way responsible to the Licensee in respect of any loss, injury or damage suffered by the Licensee or others, however caused, including but not limited to the negligence of the Licensor, its agents or anyone else for whom the Licensor is responsible.</p> <p>Neither Licensor nor Licensor's Representatives will be held liable for any injuries, damage to Property or other loss arising from or in any way attributable to the use of the Facilities or grounds of the Property, including any vehicles parked or driven on the grounds of the Property, whether or not such use is authorized by this License Agreement. The Licensee shall protect, defend, indemnify and save harmless the Licensor, its servants and agents (including without limitation the Licensor's Representative), of and from any and all claims for injuries and/or property damage howsoever caused that may arise out of, or be attributable to, the use of the Facilities or grounds of the Property by the Licensee, by any invitee of the Licensee or by any other persons using the Facilities during the License Period, whether or not such use by the Licensee or such other persons is authorized by this License Agreement.</p>
Indemnification:	The Licensee shall indemnify the Licensor from and against all liabilities, claims, damages or expenses arising out of any act or omission by the Licensee or those for whom the Licensee is in law responsible, or arising out of any breach by the Licensee of any provision of this License Agreement, including, without limiting the foregoing, any loss or damage attributable to the Licensee or those for whom the Licensee is in law responsible for breach of or non-compliance of any of the covenants by the Licensee relating to hazardous substance or contaminants in, on or about the Licensed Area.
Condition of Premises:	The Licensee acknowledges that the Licensed Area will be provided in an "as is" condition. All costs with set-up and or build out are the sole responsibility of the Licensee. Any modifications within the Licensed Area will need to be communicated to and pre-approved by the Licensor prior to any commencement of work.
Hazardous Substances:	The Licensee covenants and agrees that it will not bring or allow any hazardous substance or contaminants to be brought into the Project or the Licensed Area and ensure all those for whom the Licensee is in law responsible, or any other persons using the Licensed Area during the Term.

- Relocation: The Licensor may relocate the Licensee on thirty (30) days written notice to a mutually agreed upon location. If the Licensor and Licensee cannot mutually agree upon a satisfactory location, the Licensee shall have the right to terminate this License Agreement and thereafter the Licensee shall have no further right to use the Licensed Area.
- Termination: The License Agreement shall terminate (a) immediately without notice if the Licensee becomes bankrupt or insolvent, or (b) upon written notice of such termination by the Licensor to the Licensee, which notice shall specify a termination date which shall be at least forty-five (45) days after the date notice is given, and thereafter the Licensee shall have no further right to use the Licensed Area.

Appendix "B" – Location Map



Plan of Licensed Area

Eglinton Square
Scarborough, ON

BentallGreenOak
March 2021

